



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 *WSDOT*

File Location

Vendor Name

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Vendor Name: WSDOT
PO# Location: INTRLOC-000
Effect Date: 5/8/2015
Term Date: 5/7/2020
CR#: 53679
Related CR#: _____
Ordinance: _____
Resolution: _____
Leg Date: _____
Vendor #: 34166
Description: MAINTENANCE AGREEMENT FOR I-405/NI 10TH ST
 BRIDGE CROSSING PO 1510271-000

WSDOT
5/7/2020

Notes:

Jun 02, 2015 FSU: *M* JDE: *MC* SI: *M* ECM: *M*

INTRLOC_00
INTRLOCAL AGREEMENTS
12/31/2099

50017445

GM 1492

Washington State Department of Transportation (WSDOT)
and the City of Bellevue

GENERAL MAINTENANCE AGREEMENT

This Agreement is made and entered into between the CITY OF BELLEVUE, a municipal corporation, hereinafter the "CITY," and the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, hereinafter the "STATE."

WHEREAS, the STATE and the CITY, in interest of providing congestion relief and improving safety in the I-405 Corridor, implemented improvements along I-405 within the CITY in a project known as the "I-405/NE 10th St – Bridge Crossing (Stage 2)," hereinafter the "Project;" and

WHEREAS, the STATE and the CITY entered into GCA 4826 – NE I-405/NE 10th Street Extension Cost Sharing Agreement and GCA 4138, Supplement #1 – NE I-405/Downtown Bellevue NE 10th, to specify responsibilities for the STATE and the CITY for the design and construction of Stage 1 and Stage 2 of the NE 10th Street Bridge Crossing; and

WHEREAS, the STATE, due to the Project's location within the CITY's corporate limits, has agreed to construct and install certain features herein described within state-owned right of way as part of the Project; and

WHEREAS, the Parties desire to identify herein each Party's responsibilities for the long-term maintenance, operation, repair, and/or replacement of certain Project features, as provided in this Agreement and identified in Exhibits A and B.

NOW, THEREFORE, pursuant to RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, and Exhibits A and B, which are attached and incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1.0 PROJECT FEATURES

- 1.1 As part of the Project, the STATE shall install (a) scored and colored sidewalks, (b) landscape strips with planter boxes containing street trees, (c) a pedestrian barrier wall with railing along NE 10th Street, and (d) landscaping within state-owned right of way as shown on Exhibit A, and (e) an irrigation system and storm water drainage facilities, including catch basins, and storm water pipes within state-owned right of way as shown on Exhibit B; all hereinafter referred to as the "Features."
- 1.2 The STATE shall provide the CITY with written notification thirty (30) calendar days prior to expected physical completion of the Project, providing the CITY with a start date to begin its maintenance responsibilities of the Features.

2.0 CITY RESPONSIBILITIES

- 2.1 The CITY agrees, at its sole cost and expense, to maintain, operate, repair, and/or replace, the Features defined in Section 1.1, located on NE 10th Street and within state -owned right of way between the back of the sidewalk on the north side of NE 10th Street to the back of the pedestrian barrier and railing located adjacent to the sidewalk on the south side of the NE 10th Street Bridge, and from the limited access line near the western bridge abutment of the NE 10th Street Bridge to the property line shown near the intersection of NE 10th St and 112th Ave NE, as shown on Exhibits A and B, hereinafter the "Work."
- 2.1.1 The CITY agrees that the Work for NE 10th Street shall include pavement overlays, striping, maintaining clear bridge drains and approach drainage, and snow plowing and removal including sanding and de-icing.
- 2.2 Maintenance and operation for the section of NE 10th Street located within the I-405 limited access right of way shall be pursuant to City Streets As Part Of State Highways, April 30, 1997, Guidelines, and WAC 468-18-050.
- 2.3 The CITY is not required to notify the STATE when conducting the Work within state-owned right of way, as identified as CITY responsibility on Exhibits A and B.
- 2.4 The CITY agrees to perform the Work located on state-owned right of way in a clean, neat, and safe condition.
- 2.5 The CITY agrees that all landscape Work performed on state-owned right of way identified on Exhibit A shall be performed under the supervision of qualified CITY staff familiar with industry-accepted horticultural practices.
- 2.6 The CITY agrees that all pruning and mowing on state-owned right of way shall be performed, at a minimum, per STATE policy as described in Chapter 6, Roadside Management, of the Washington State Department of Transportation, *Maintenance Manual* (M 51-01), which is located at <http://www.wsdot.wa.gov/Publications/Manuals/M51-01.htm>, and incorporated herein by this reference.
- 2.7 The CITY agrees to monitor the area of CITY responsibility for noxious weeds and to spray or remove all noxious weeds. If the STATE determines or has been notified by the county that noxious weeds exist and need to be sprayed or removed, the STATE will notify the CITY of such need in writing within seven (7) calendar days following its notification, and the CITY agrees to spray or move all noxious weeds within fifteen (15) calendar days from receipt of the STATE's notice.
- 2.8 The CITY agrees that application of pesticides and herbicides within state-owned right of way shall be performed by, or under, the direct supervision of CITY officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license. Washington State Department of Agriculture Pesticide Application Records shall be kept by the

CITY for each application in accordance with chapter 17.21 RCW and be available for review by the STATE within thirty (30) calendar days of its request.

- 2.9 The CITY authorizes the STATE to connect the irrigation system, inclusive of the water meter, to CITY electric and water service during Project construction. The electrical service shall be connected to existing CITY service and the CITY shall pay the power bills before and after the CITY assumes responsibility pursuant to Section 1.2. The STATE shall pay the water bills for the irrigation system until the CITY assumes responsibility pursuant to Section 1.2, at which time billing shall be transferred from the STATE to the CITY.
- 2.10 The CITY agrees to conduct Work to keep the irrigation system operational as follows: conduct winterization, spring start-up, and annual backflow testing; program irrigation clocks, flush and test system, and permit and replace damaged or broken irrigation system components including sprinkler heads, pipes, wires, and valves as needed for complete operations.
- 2.11 The CITY will, at its sole cost and expense, maintain, repair, and replace as needed, all storm water drainage facilities, including but not limited to catch basins and storm water pipes, within the CITY's area of Work responsibility within the state-owned right of way, as shown on Exhibit B and defined in Section 2.1. These facilities convey local street storm water run-off from NE 10th St and 112th Ave NE to the detention pond, and shall be maintained to preserve their original efficiency and to allow adequate flow of the storm water run-off of NE 10th St and 112th Ave NE into the detention pond. These facilities shall be maintained per STATE policy as described in Chapter 4, Drainage, of the Washington State Department of Transportation, *Maintenance Manual* (M 51-01) located at <http://www.wsdot.wa.gov/Publications/Manuals/M51-01.htm>, and incorporated herein by this reference.
- 2.12 Should the CITY fail to perform its maintenance responsibilities which do not directly impact the safe maintenance and operation of the state highway or endanger the traveling public, pursuant to this Agreement, the STATE will provide written notification to the CITY to comply with the requirements of this Agreement within thirty (30) calendar days upon receipt of said notification.
- 2.13 If the CITY fails to perform the Work pursuant to the terms of this Agreement and further fails to perform the Work after thirty (30) calendar days receipt of the STATE's written notice to perform the Work, the STATE will perform such Work, and the CITY agrees to reimburse the STATE for such Work pursuant to Section 5.

3.0 TRAFFIC CONTROL

- 3.1 The CITY is not required to notify the STATE prior to conducting the Work; provided that there are no lane closures on city streets that may impact the traffic operation of I-405 and/or SR 520.
- 3.2 The CITY shall timely coordinate with the STATE prior to conducting any Work that would require planned lane closures on city streets that may impact the traffic operation of I-405 and/or SR 520.

4.0 EMERGENCY MAINTENANCE

- 4.1 Should the STATE identify a condition warranting emergency maintenance in those areas of CITY Work responsibility located within state-owned right of way which may cause a danger to the traveling public or adversely impact state highway operation, maintenance, right of way, and/or facilities, the STATE will immediately notify the CITY by calling its emergency 24-hour contact number at 425-452-7840 and providing any necessary information.
- 4.2 Upon STATE notification, pursuant to Section 4.1, and in the event that CITY forces are not available to perform emergency maintenance, or if the STATE determines that time does not allow, the STATE reserves the right to perform the emergency maintenance, at CITY expense, to the extent necessary to preserve the safety of the traveling public and to prevent damage to state highway operation, maintenance, right of way, and/or facilities. The CITY agrees to reimburse the STATE for all such work performed in accordance with Section 5.

5.0 PAYMENTS

- 5.1 The CITY shall be solely responsible for the costs and expenses associated with the CITY's performance of the Work as identified in this Agreement.
- 5.2 Should the CITY fail to perform and the STATE finds it necessary to perform the Work that is the obligation of the CITY, as provided in this Agreement, the CITY agrees to reimburse the STATE for 100% of the STATE's actual direct and related indirect costs. The STATE shall invoice the CITY and provide supporting documentation for the work performed.
- 5.3 The CITY agrees to make payment within thirty (30) calendar days after the CITY receives a STATE invoice. Invoices will not be more frequent than one (1) per month.
- 5.4 Should the CITY fail to make payment to the STATE as provided herein, the CITY authorizes and agrees that the STATE may withhold any moneys to which the CITY is entitled to receive from the Motor Vehicle Fund and expend such moneys until the CITY's obligations are paid.

6.0 MODIFICATIONS TO IMPROVEMENTS

- 6.1 Any modifications to the Features located within state-owned right of way as shown on Exhibits A and B, shall be funded, installed, and/or constructed by the Party initiating the work.
- 6.2 Any modifications to the state-owned right of way are subject to STATE review and written approval by the STATE prior to installation, change, and/or construction.

- 6.3 The CITY agrees that any modifications it proposes to the state-owned right of way or outside the state-owned right of way shall not create additional storm water runoff to be added to the detention pond unless reviewed and approved by the STATE prior to installation, change, and/or construction.
- 6.4 In the event that widening or other highway improvements are contemplated by the STATE that will impact areas covered in this Agreement, the Parties will review the impacts and coordinate necessary modifications. Should future modifications be made, the STATE may not be required to replace the impacted landscaping.

7.0 RIGHT OF ENTRY AND ACCESS

- 7.1 The STATE hereby grants to the CITY, its employees and/or agents, a right of entry within state-owned right of way for the purpose of performing the Work identified under this Agreement in the areas shown on Exhibits A and B.
- 7.2 Access for the area south of NE 10th St: The STATE will provide access to the CITY via the perimeter road and access gate near the detention pond on state-owned right of way. The perimeter road is accessed from 112th St NE and through the access gate shown on Exhibit A. The STATE will maintain the gate and lock and provide a key to the CITY.
- 7.3 Access for the area north of NE 10th St: The STATE will provide access from the parking area that can be entered from 112th St NE. Access to the parking area will be controlled by locked bollards at its entrance, and the STATE will provide a key to the CITY.
- 7.4 The granting of this right of entry and access does not relieve the CITY from the need to obtain any required permits that may be necessary to perform the Work within the state-owned right of way as defined in this Agreement.

8.0 CITY AND STATE CONTACTS

- 8.1 STATE: WSDOT Northwest Region, Area 5 Maintenance Superintendent
(425) 739-3730
- 8.2 CITY: Utilities Operations & Maintenance
24-Hour Response Number
(425) 452-7840
City of Bellevue, Natural Resources Manager, Parks and Community
Services Department
(425) 452-6885
City of Bellevue, Operations and Maintenance Manager,
Utilities Department
(425) 452-2014

9.0 INDEPENDENT CONTRACTOR

- 9.1 The CITY shall be deemed an independent contractor for all purposes and the employees of the CITY or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

10.0 INDEMNIFICATION

- 10.1 The CITY shall protect, defend, indemnify, and save harmless the STATE, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the CITY's Work or improvement modifications under Section 6 pursuant to the provisions of this Agreement. The CITY will not be required to indemnify, defend, or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE or pursuant to STATE work, if performed. Where such claims, suits, or actions result from concurrent negligence of both Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 10.2 The CITY agrees that its obligation under this section extends to any claim, demand and/or course of action brought by, or on behalf of any CITY employee or agent while performing the Work or improvement modifications under Section 6 pursuant to the provisions of this Agreement. For this purpose, the CITY, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 10.3 This indemnification and waiver shall survive the termination of this Agreement.

11.0 SEVERABILITY

- 11.1 If any section, term, or provision of this Agreement, or any section, term, or provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other sections, terms, or provisions of this Agreement that can be given effect without the invalid section, term, or provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement are declared to be severable.

12.0 AMENDMENT

- 12.1 Either Party may request modifications to the provisions of this Agreement. Such modifications shall be mutually agreed upon by written amendments to this Agreement. No variation or alteration

of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

13.0 ALL WRITINGS CONTAINED HEREIN

13.1 This Agreement contains all the terms and conditions agreed upon by the Parties to this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

14.0 GOVERNANCE

14.1 This Agreement is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.0 EFFECTIVENESS AND DURATION

15.1 This Agreement shall begin as of the Party's date last signed below and continue to be in full force and effect until such time either Party provides written notice of termination to the other Party pursuant to Section 16.

16.0 TERMINATION

16.1 The CITY may request termination of this Agreement by written notice to the STATE. CITY termination requires written concurrence from the STATE.

16.2 The STATE may terminate this Agreement with thirty (30) calendar days prior written notice to the CITY if the STATE deems it necessary to terminate this Agreement for transportation purposes.

16.3 Upon termination of this Agreement, the CITY shall have no further responsibility, of any kind or nature, regarding the Work.

16.4 Upon termination, those areas within state-owned right of way will revert to the STATE, and the STATE shall maintain those areas as determined solely by the STATE

17.0 VENUE

17.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or

proceeding shall be brought in the superior court situated in King County, Washington, unless the filing in King County conflicts with the provisions of RCW 47.28.120.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below:

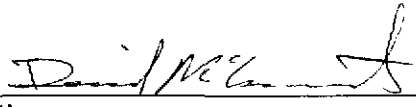
CITY OF BELLEVUE

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

Mary Kate Berens
By (print):

David McCormick
By (print):


Signature: Deputy
Bellevue City Manager


Signature:
Assistant Regional Administrator for Maintenance and Traffic


5/1/2015
Date:

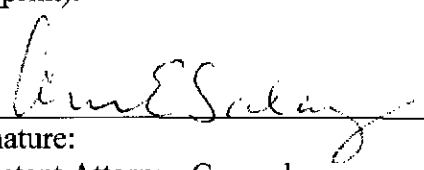
11/5/10
Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Ann E. Salay

By (print):

Signature:
Assistant City Attorney

By (print):

Signature:
Assistant Attorney General
Office of the Attorney General

5/12/2015
Date:

10-28-10
Date:

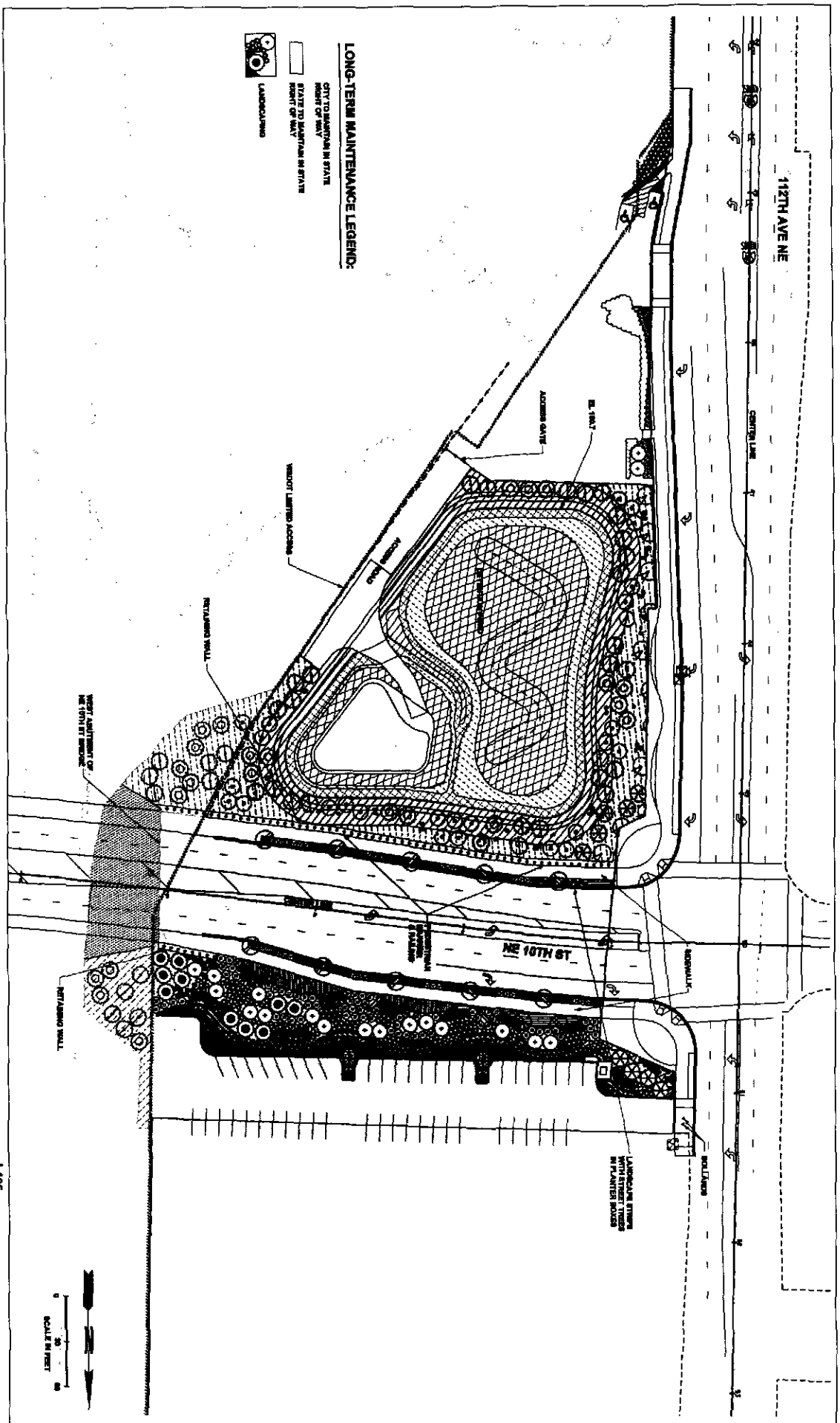


EXHIBIT A
1 OF 1

NE 10TH ST - BRIDGE CROSSING
GM 1482 MAINTENANCE AGREEMENT
LANDSCAPE

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7923

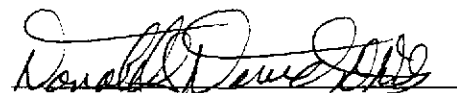
A RESOLUTION authorizing execution on behalf of the City 1) a Turnback Agreement (TB-1-0207) with the Washington State Department of Transportation (WSDOT) leading to the transfer of right-of-way located at 112th Avenue NE and NE 10th Street to the City; and 2) a General Maintenance Agreement (GM1492) between WSDOT and the City of Bellevue for certain improvements constructed by WSDOT, as part of the NE 10th Street Extension, 112th Avenue NE to 116th Avenue NE, (CIP Plan No. PW-R-149).

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES
RESOLVE AS FOLLOWS:


Section 1. The City Manager or his designee is hereby authorized to execute, on behalf of the City, 1) a Turnback Agreement with the Washington State Department of Transportation (WSDOT) leading to the transfer of right-of-way located at 112th Avenue NE and NE 10th Street to the City, a copy of which Turnback Agreement has been given Clerk's Receiving No. 46515; and 2) a General Maintenance Agreement between WSDOT and the City of Bellevue for certain improvements constructed by WSDOT, as part of the NE 10th Street Extension, 112th Avenue NE to 116th Avenue NE, (CIP Plan No. PW-R-149), a copy of which General Maintenance Agreement has been given Clerk's Receiving No. 46514.

Passed by the City Council this 19th day of July,
2010, and signed in authentication of its passage this 19th day of July,
_____, 2010.

(SEAL)


Don Davidson, DDS
Mayor

Attest:


Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. 7923 authorizing execution of:

- 1) a Turnback Agreement (TB-1-0207) between the Washington State Department of Transportation (WSDOT) and City of Bellevue leading to the transfer of right-of-way located at 112th Avenue NE and NE 10th Street to the City; and,
- 2) a General Maintenance Agreement (GM1492) between WSDOT and the City for certain improvements constructed by WSDOT, as part of the NE 10th Street Extension, 112th Avenue NE to 116th Avenue NE (CIP Plan No. PW-R-149).

FISCAL IMPACT:

City maintenance and operating costs (M&O) will increase for new arterial street, traffic signal and street lighting, landscaping and irrigation system improvements constructed by WSDOT, which will be owned and maintained by the City. As certain improvements replace pre-existing infrastructure, the M&O increase is minor. Anticipating the M&O responsibilities and timing of a Turnback Agreement and the potential for maintenance responsibilities within WSDOT right-of-way, sufficient M&O budget was approved within the Parks and Community Services and Transportation 2009 – 2015 Operating Budget and Capital Investment Program (CIP) Plan.

City M&O responsibilities for improvements on 112th Avenue NE will begin immediately upon the transfer of right-of-way to the City. City M&O responsibilities for improvements in WSDOT right-of-way under the General Maintenance Agreement is scheduled to begin this fall.

STAFF CONTACT:

Goran Sparrman, Director, 452-4338
David Berg, Deputy Director, 452-6468
Rick Logwood, Capital Projects Manager, 452-6858
Transportation Department

POLICY CONSIDERATION:

The Agreements reflect policy directives by implementing improvements through partnerships. Further, the Agreements reflect Comprehensive Plan policies in providing a safe, attractive environment for motorized and non-motorized traffic, providing for the delivery of goods and services, enhancing the attractiveness of the I-405 right-of-way to Downtown, and providing gateways and a sense of approach in entry to the Downtown.

BACKGROUND:

This Resolution was postponed at the May 4, 2009 Council Regular Session providing additional time for the parties to address right-of-way and turnback limits reflected in the Agreement. The limits as now proposed and identified in the Agreements are acceptable to staff.

Turnback Agreement - TB 1-0207:

Proposed City right-of-way limits identified in the Turnback Agreement capture the full extent of 112th Avenue NE arterial street improvements constructed by WSDOT, and those areas which will subsequently be owned and maintained by the City. Pursuant to the Agreement, right-of-

way transferred to the City shall be used for public right-of-way purposes and, should any portion subsequently be vacated and any revenue received, it shall be used exclusively for public roadway purposes.

General Maintenance Agreement – GM-1492:

The General Maintenance Agreement reflects landscaping and irrigation enhancements constructed by WSDOT, as part of the NE 10th Street extension. The enhancements are consistent with City policies, Comprehensive Plan, and the State's Context-Sensitive Solutions (CSS) Master Plan for the I-405 corridor; Stage 1 improvements east of I-405.

Pursuant with the General Maintenance Agreement, the City will maintain certain landscaping and irrigation improvements for one year following WSDOT's completion of the project improvements and initial plant establishment period.

Staff recommends Council approval of the two Agreements, which are consistent with City policies and best practices.

Other previous relevant actions:

On March 16, 2009, Council approved Resolution No. 7904 amending an agreement between the City and WSDOT allowing the City to maintain and operation of a new traffic signal at NE 10th Street and SR-520 on-ramp.

EFFECTIVE DATE:

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS:

1. Adopt Resolution No. 7923, authorizing execution of:
 - a. a Turnback Agreement (TB-1-0207) between the Washington State Department of Transportation (WSDOT) and City of Bellevue leading to the transfer of right-of-way located at 112th Avenue NE and NE 10th Street to the City; and,
 - b. a General Maintenance Agreement (GM1492) between WSDOT and the City for certain improvements constructed by WSDOT, as part of the NE 10th Street Extension, 112th Avenue NE to 116th Avenue NE (CIP Plan No. PW-R-149).
2. Do not approve the Resolution and provide staff with alternative direction

RECOMMENDATION:

Adopt Resolution No. 7923, authorizing execution of:

- 1) a Turnback Agreement (TB-1-0207) between the Washington State Department of Transportation (WSDOT) and City of Bellevue leading to the transfer of right-of-way located at 112th Avenue NE and NE 10th Street to the City; and,
- 2) a General Maintenance Agreement (GM1492) between WSDOT and the City for certain improvements constructed by WSDOT, as part of the NE 10th Street Extension, 112th Avenue NE to 116th Avenue NE (CIP Plan No. PW-R-149).

RESOLUTION:

Whereas Resolution No. 7923, authorizing execution of:

- a) Turnback Agreement (TB-1-0207) between the Washington State Department of Transportation (WSDOT) and City of Bellevue leading to the transfer of right-of-way at 112th Avenue NE and NE 10th Street to the City; and,
- b) General Maintenance Agreement (GM1492) between WSDOT and the City for street improvements constructed by WSDOT, as part of the NE 10th Street Extension, 112th Avenue NE to 116th Avenue NE (CIP Plan No. PW-R-149).

RECOMMENDATIONS:

Staff Recommendation

Staff Recommendation Description

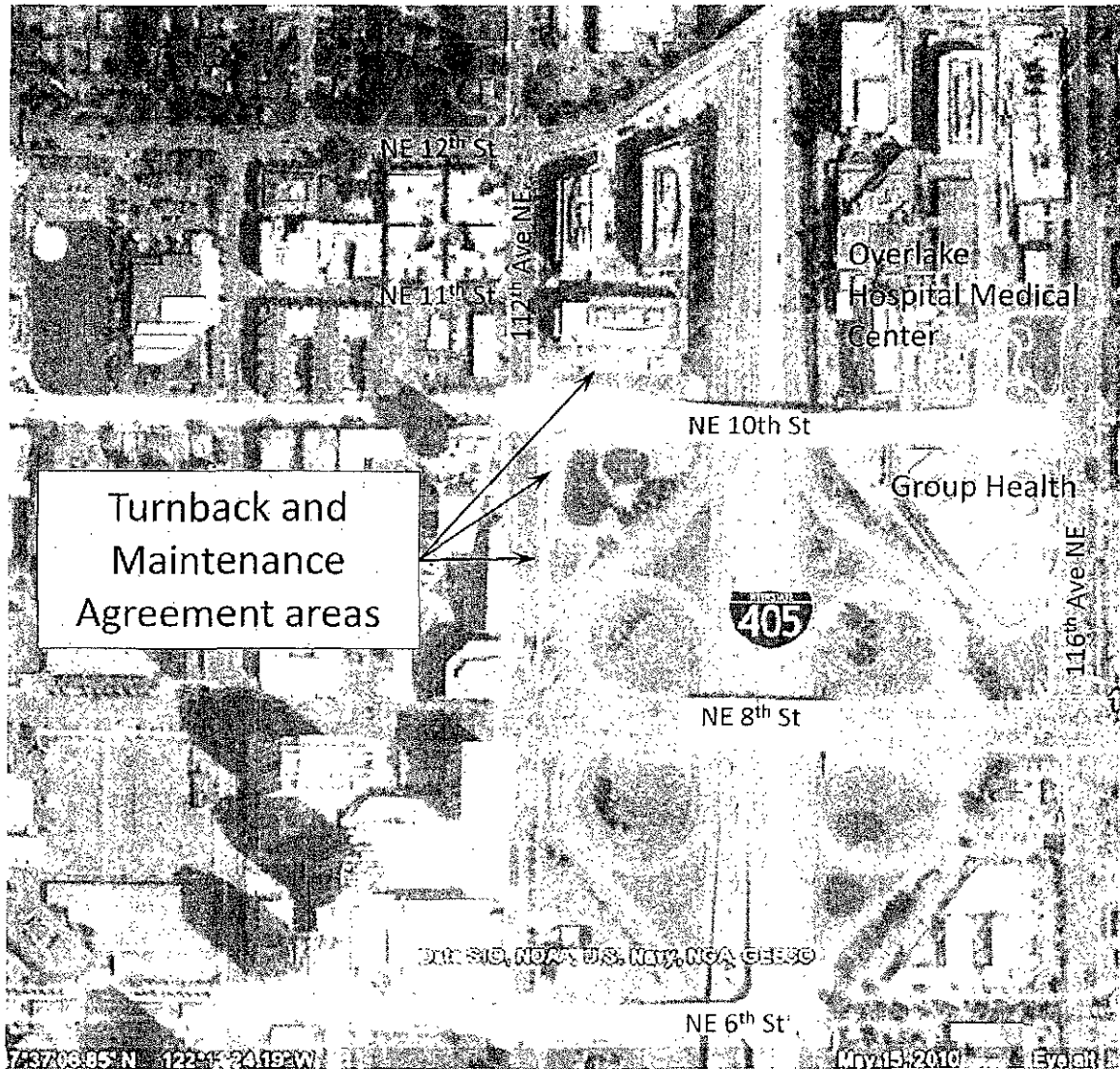
Approved 2009 Council Agenda Memo

Proposed Resolution No. 7923

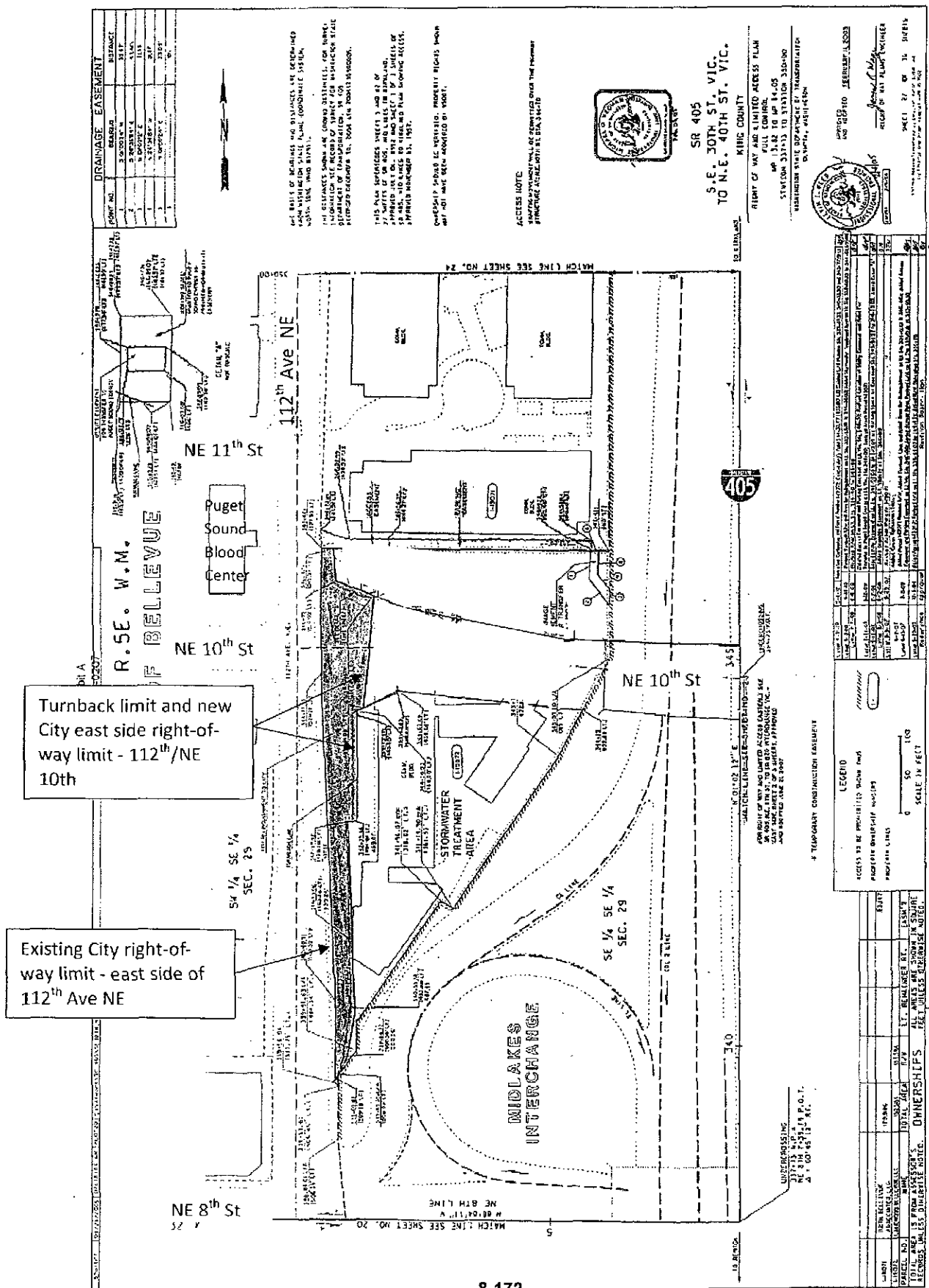
AVAILABLE IN COUNCIL OFFICE:

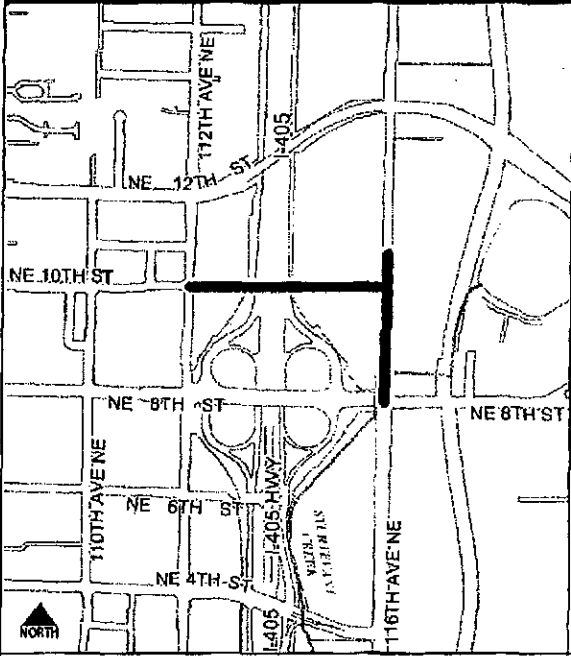
Turnback Agreements

Vicinity Map



-8-172



FY 2009 - FY 2015 Capital Investment Program								
PW-R-149 NE 10th Street Extension								
Category: Roadways Department: Transportation			Status: Approved and Begun Location: 112th Avenue NE to 116th Avenue NE					
Programmed Funding								
Programmed Funding	Appropriated To Date	FY 2009 Budget	FY 2010 Budget	FY 2011 Budget	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget
19,675,000	17,153,000	2,522,000						
Description and Scope								
<p>In coordination with Overlake Hospital Medical Center (OHMC), Group Health Cooperative (GHC), and WSDOT, this phased project will extend NE 10th Street from 112th Avenue NE across I-405 and through the Medical District to connect with 116th Avenue NE. The initial project budget funded project components such as a pre-design analysis to determine how the NE 10th Street Extension project impacts the transportation efficiency and development patterns of the greater Wilburton area, project-level environmental documentation and final design of a segment of the project. The ultimate scopes, cost estimates and schedules for complete and/or segmented implementation of the NE 10th Street Extension Improvements were determined through these initial phases of analysis, design, and funding.</p>								
Rationale								
<p>The Downtown Implementation Plan Update identified the extension of NE 10th Street between 112th Avenue NE and 116th Avenue NE across, and potentially with access to, I-405 as a priority need. Proposed improvements are being developed in collaboration with OHMC, GHC and WSDOT. Once completed the project will enhance freeway access to and from downtown Bellevue, ensure critical access for the hospital's emergency vehicles, visitors, and freight; link two vital activity centers (Downtown and Overlake Hospital/Wilburton area); and improve the capacity and non-motorized circulation in the project area.</p>								
Environmental Impacts								
Project-level SEPA/NEPA environmental documentation was completed as part of the design phase.								
Operating Budget Impacts								
<p>Operating budget costs will increase due to added street lighting/signals (electricity) and the maintenance of the roadway. The maintenance activities will include street sweeping, landscaping maintenance and street light/signal maintenance. Additional operating costs will be approximately \$5,000 adjusted for inflation per year beginning in 2009 and \$36,691 adjusted for inflation in 2010.</p>								
Project Map				Schedule of Activities				
				Project Activities			From - To	Amount
				Project Costs			2005 - 2008	19,675,000
Total Budgetary Cost Estimate:						19,675,000		
Means of Financing								
Funding Source							Amount	
Federal Grants							2,925,224	
General Taxes							890,583	
Miscellaneous Revenue							317	
Rents and Leases							37,413	
Sale of Fixed Assets							2,148,000	
State Grants							13,875,463	
Total Programmed Funding:						19,675,000		
Future Funding Requirements:						0		
<p>Capital Costs/Revenue: Capital costs increased \$55,000 to reflect projected overhead/labor charges.</p>								
<p>Project Schedule: Project schedule has been extended to 2008.</p>								

CR# 53679 Date: 6-2-15 PO # & Loc: 1510271.000



City of Bellevue
Finance Department - Procurement Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: GM 1492 WSDOT & the City of Bellevue
Contract Description: General Maintenance Agreement for I-405 / NE 10th Street bridge crossing
Total Contract Value: 0
This Amendment Value: N/A
Department: Transportation - 647
Contract Manager: Rick Logwood
Contract Type: Interlocal Agreement (ILA)
Contract Form: Vendor contract document
Budget Expenditure: No Budget Impact (Explain in Additional Comments)
Maximo User: No

ILA

Vendor Information:

New Vendor?	No	Tax ID#:	916001068
Vendor Name:	WSDOT	COB License #:	
JDE Vendor Number:	34166	UBI #:	
Independent Contractor?	Yes	Contractor's Lic. #:	

Contract Term:

Original Effective Date: 05/08/2015
Subject To:

End Date: 5/1/2020

Council Approval:

Does this contract require council approval? No - PREVIOUSLY AUTHORIZED, RESOLUTION 7723 ATTACHED

Route:

		In	Out
Procurement Services:	<u>A. Carter</u>	<u>5/11/15</u>	<u>5/11/15</u>
Information Technology:	Not Required		
Legal:	<u>Thomas D. Smith</u>	<u>5/11/15</u>	<u>5/12/15</u>
RISK - Insurance Reviewed By:	<u>Bob [unclear]</u>	<u>5/12/15</u>	<u>5-12-15</u>
Department Director:	<u>Kate Breens</u> see document		<u>6/1/15</u>
Procurement Services:	<u>A. Carter</u>	<u>6/1/15</u>	<u>6/1/15</u>
Return To:	Rick Logwood		
City Clerk's Office:	<u>M. Tompaz</u>	<u>6-2-15</u>	<u>6-2-15</u>

CONTRACT REVIEW CRITERIA

Dept.	PS	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contract Routing/Approval Form and Contract have consistent information? <i>Y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Contract Type and template appropriate for the services performed? <i>Y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the contract values (i.e. aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? <i>Y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the JDE vendor name and number accurate? <i>Y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Company have a Bellevue Business License? If not, date Tax Office was notified? <i>NA</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR. <i>NA</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? <i>Y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this an amendment or renewal? If so, are the original contract #'s and values indicated? <i>NA</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the Selection Method been explained in Additional Comments? Are results attached? <i>NA</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached? <i>7123</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the contractor meet requirements of the Independent Contractor Threshold question? <i>Y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is Attachment "A" (Scope of Work and/or Services) attached? <i>Y</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is Attachment "B" (Insurance Requirements) attached?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are any additional riders required? If so, which one's? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does Insurer have a Best rating of A- or better?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Contractor identified as the insured?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contractor have Commercial General Liability, Commercial Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the policy expiration date(s) on the Certificate of Insurance current?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contractor have a self-insured retention? Is it above \$50,000?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the City listed as the Certificate Holder?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Certificate signed?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Contractor have an open account with the Washington State Department of Revenue?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the Contractor's worker's compensation premiums current?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the Vendor on the Federal Debarred Suspended List?

RISK MANAGEMENT:

- ☐ Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- ☐ Does the Contractor's Certificate of Insurance comply with the requirements?
- ☐ Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- ☐ Does the Hold Harmless clause include language referencing Title 51 releases?

RISK

Still Aging